

Assignment and Assumption of Real Property Lease

This assignment and assumption of a real property lease ("this Assignment") is made as of January __, 2009, between Gen Con, LLC, a Washington limited liability corporation and debtor in possession in U.S. Bankruptcy Court case number 08-10844 ("Assignor"), Hidden City Games, Inc., a Washington corporation ("Assignee"), and Leschi Properties LLP, a Washington limited liability partnership ("Landlord").

- A. Assignor has an interest in the Leases.
- B. Assignor desires to assign, convey, and deliver to Assignee all of Assignor's rights under and interest in the real property lease entered into on the 5th day of July 2005. The July 5, 2005, lease is attached as Exhibit A to this agreement.
- C. Assignee desires to assume all of Assignor's obligations under the lease.
- D. Landlord approves of the assignment and assumption.

Agreement

Therefore, in consideration of the mutual covenants and upon the conditions contained in this Assignment, and for other good and valuable consideration, the receipts and sufficiency of which are acknowledged, Assignor, Assignee, and Landlord agree as follows:

1. Effective Date

The effective date of this assignment is the date of execution and delivery of this agreement.

2. Assignment

On the Effective Date, Assignor hereby assigns, conveys, and delivers to Assignee all of the Assignor's rights under and interests in the Lease.

3. Acceptance and Assumption

On the Effective Date, Assignee hereby accepts the assignment, conveyance, and delivery of the Leasehold, and assumes and agrees to perform and be bound by all the terms, conditions, and obligations required to be performed by Assignor under the Lease from and after the Effective Date.

4. Assignee's Indemnification

Assignee indemnifies, defends, and holds harmless Assignor from and against any and all claims, damages, costs, liabilities, expenses, and causes of action (including reasonable attorneys' fees and costs) arising under the Lease from and after the Effective Date.

5. Assignor's Indemnification

Assignor indemnifies, defends, and holds harmless Assignee from and against any and all claims, damages, costs, liabilities, expenses, and causes of action (including reasonable attorneys' fees and costs) arising under the Lease prior to the Effective Date.

6. Personal Guarantee Remains Binding

Any personal guarantee attached to the lease remains in force following the assignment and assumption until the original lease term ends or the option to renew the lease is exercised.

7. Modification

No modification, waiver, or termination of this Assignment will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, or termination is or may be sought.

8. Successors and Assigns

This Assignment will be binding on and inure to the benefit of Assignor and Assignee and their successors in interest and assigns.

9. Governing Law

This assignment will be governed by, and construed in accordance with, the laws of the State of Washington.

10. Further Assurances

Assignor will, upon written request, execute and deliver to Assignee, its successors, nominees, or assigns such documents as Assignee or its successors, nominees, or assigns may reasonably request in order to fully assign and transfer to and vest in Assignee or its successors, nominees, and assigns and protect Assignee's or its successors', nominees', and assigns' rights under and interest in the Lease, or to enable Assignee or its successors, nominees, and assigns to realize upon or otherwise enjoy such rights and property.

11. Attorneys' Fees

Should any dispute occur between Assignor and Assignee with respect to this Assignment or any document executed in connection with this Assignment, which results in litigation or arbitration, the losing party shall pay the prevailing party its reasonable attorneys' fees and costs at trial or in arbitration and upon and appeal.

12. Counterparts

This assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Assignment.

Assignor:

Gen Con, LLC.,
A Washington limited liability corporation

By _____

Name: _____

Title: _____

Assignee:

Hidden City Games, Inc.
A Washington corporation

By _____

Name: _____

Title: _____

Landlord:

Leschi Partners LLP
A Washington limited liability partnership

By _____

Name: _____

Title: _____

Assignment and Assumption of Real Property Lease

This assignment and assumption of a real property lease ("this Assignment") is made as of January __, 2009, between Off the Grid, a Washington limited liability corporation ("Assignor"), Gen Con, LLC, a Washington limited liability corporation and debtor in possession in U.S. Bankruptcy Court case number 08-10844 ("Assignee"), and Leschi Properties LLP, a Washington limited liability partnership ("Landlord").

- A. Assignor has an interest in the Leases.
- B. Assignor desires to assign, convey, and deliver to Assignee all of Assignor's rights under and interest in the real property lease entered into on the 16th day of May 2007. The May 16, 2007, lease is attached as Exhibit A to this agreement.
- C. Assignee desires to assume all of Assignor's obligations under the lease.
- D. Landlord approves of the assignment and assumption.

Agreement

Therefore, in consideration of the mutual covenants and upon the conditions contained in this Assignment, and for other good and valuable consideration, the receipts and sufficiency of which are acknowledged, Assignor, Assignee, and Landlord agree as follows:

1. Effective Date

The effective date of this assignment is the date of execution and delivery of this agreement.

2. Assignment

On the Effective Date, Assignor hereby assigns, conveys, and delivers to Assignee all of the Assignor's rights under and interests in the Lease.

3. Acceptance and Assumption

On the Effective Date, Assignee hereby accepts the assignment, conveyance, and delivery of the Leasehold, and assumes and agrees to perform and be bound by all the terms, conditions, and obligations required to be performed by Assignor under the Lease from and after the Effective Date.

4. Assignee's Indemnification

Assignee indemnifies, defends, and holds harmless Assignor from and against any and all claims, damages, costs, liabilities, expenses, and causes of action (including reasonable attorneys' fees and costs) arising under the Lease from and after the Effective Date.

5. Assignor's Indemnification

Assignor indemnifies, defends, and holds harmless Assignee from and against any and all claims, damages, costs, liabilities, expenses, and causes of action (including reasonable attorneys' fees and costs) arising under the Lease prior to the Effective Date.

6. Personal Guarantee Remains Binding

Any personal guarantee attached to the lease remains in force following the assignment and assumption until the original lease term ends or the option to renew the lease is exercised.

7. Modification

No modification, waiver, or termination of this Assignment will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, or termination is or may be sought.

8. Successors and Assigns

This Assignment will be binding on and inure to the benefit of Assignor and Assignee and their successors in interest and assigns.

9. Governing Law

This assignment will be governed by, and construed in accordance with, the laws of the State of Washington.

10. Further Assurances

Assignor will, upon written request, execute and deliver to Assignee, its successors, nominees, or assigns such documents as Assignee or its successors, nominees, or assigns may reasonably request in order to fully assign and transfer to and vest in Assignee or its successors, nominees, and assigns and protect Assignee's or its successors', nominees', and assigns' rights under and interest in the Lease, or to enable Assignee or its successors, nominees, and assigns to realize upon or otherwise enjoy such rights and property.

11. Attorneys' Fees

Should any dispute occur between Assignor and Assignee with respect to this Assignment or any document executed in connection with this Assignment, which results in litigation or arbitration, the losing party shall pay the prevailing party its reasonable attorneys' fees and costs at trial or in arbitration and upon and appeal.

12. Counterparts

This assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Assignment.

Assignor:

Off the Grid, LLC

A Washington limited liability corporation

By _____

Name: _____

Title: _____

Assignee:

Gen Con, LLC.,

A Washington limited liability corporation

By _____

Name: _____

Title: _____

Landlord:

Leschi Partners LLP

A Washington limited liability partnership

By _____

Name: _____

Title: _____